

# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

<b>POWER OF ATTORNEY</b> (Assignee to Exclusion of Inventor)	<b>Application SC/File No.</b>	09/624,747
	<b>Filing Date</b>	07/24/2000
	<b>First Named Inventor</b>	Drew Shaffer Roselli
	<b>Group Art Unit</b>	
	<b>Examiner Name</b>	
	<b>Attorney Docket No.</b>	ATAE-01015US0



RECEIVED  
 DEC 07 2000  
 Technology Center 2100

APPOINTMENT	
<input checked="" type="checkbox"/> The below-identified Assignee of record of the entire interest hereby appoints David E. Lovejoy, identified in the CORRESPONDENCE ADDRESS below, as its attorney to prosecute this application and transact all business in the United States Patent & Trademark Office connected therewith; said appointment to be to the exclusion of the inventor(s) and the inventor's(s') attorney(s) in accordance with the provisions of 37CFR§3.71.	
<input checked="" type="checkbox"/> Please direct all correspondence to the CORRESPONDENCE ADDRESS below.	
<input checked="" type="checkbox"/> STATEMENT UNDER 37 CFR. §3.73(b) certifying entire interest attached. <span style="float: right;">(sb96)</span>	
<input checked="" type="checkbox"/> Small Entity Claim Made for Assignee. <span style="float: right;">(z_del-sm_entityCFR)</span>	

CORRESPONDENCE ADDRESS		
Name/Address	Customer No.	Communication
David E. Lovejoy 4 Embarcadero Ctr., Suite 400 San Francisco, CA 94111-4156	21603 	Tel: (415) 362-3800 Fax: (415) 362-2928 e-mail: del@fdml.com

SIGNATURE OF ASSIGNEE OF RECORD	
Assignee Name:	Market Engine Corporation
Assignee Type (Corporation, Partnership, ...):	Corporation
Name Of Signor (type or print):	Mr. Behrooz Ataei
Signature:	
Signor's Title (Corporate Office or Position):	President
Signature Date:	11/20/2000

RECEIVED  
 DEC - 6 2000  
 TECHNOLOGY CENTER 3700

# IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

<b>STATEMENT UNDER 37 CFR 3.73(b)</b>  (Filed With sb81, POA)	Patent/Application SC/File No.	09/624,747
	Issuing/Filing Date	07/24/2000
	First Named Inventor	Drew Shaffer Roselli
	Group Art Unit	
	Examiner Name	
	Attorney Docket No.	ATAE-01015US0

RECEIVED  
 DEC 07 2000  
 Technology Center 2100



STATEMENT	
The below-identified Assignee of record states that it is:	
<input checked="" type="checkbox"/> 1.	The assignee of the entire right, title, and interest; or
<input type="checkbox"/> 2.	An assignee of less than the entire right, title and interest. The extent (by percentage) of its ownership interest is _____ %
in the patent application/patent identified above by virtue of:	

A. <input checked="" type="checkbox"/> Assignment Directly From Inventor(s) of patent application/patent identified above.
The assignment was recorded in the United States Patent and Trademark Office at Reel/Frame ____/____, Number Of Pages____, or for which a copy thereof is attached.

AUTHORITY
The undersigned (whose title is supplied below) is authorized to act on behalf of and sign this certification on behalf of the Assignee.

SIGNATURE OF ASSIGNEE OF RECORD	
Assignee Name:	Market Engine Corporation
Assignee Type (Corporation, Partnership, ...):	Corporation
Name Of Signor (type or print):	Mr. Behrooz Ataei
Signature:	
Signor's Title (Corporate Office or Position):	President
Signature Date:	11/20/2000

RECEIVED  
 DEC - 6 2000  
 TECHNOLOGY CENTER 3700

(Adaptation)

## RECORDATION FORM COVER SHEET

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

<b>SUBMISSION TYPE</b> New, Resubmission, Correction	<b>CONVEYANCE TYPE</b> Assignment, License, Merger, Security Agreement, Name Change
New	Assignment

<b>CONVEYING PARTY (IES)</b>	<b>EXECUTION DATE (mm/dd/yyyy)</b>
Name(s): Drew Shaffer Roselli	11/14/2000
Rico Blaser	11/13/2000
Mikel Carl Lechner	11/13/2000

<b>RECEIVING PARTY</b>	
Name:	Market Engine Corporation
Address:	2855 Telegraph Ave., Suite 410, Berkeley, CA 94705

<b>CORRESPONDENT</b>		
Name/Address	Customer No.	Communication
David E. Lovejoy 4 Embarcadero Ctr., Suite 400 San Francisco, CA 94111-4156	21603	Tel: (415) 362-3800 Fax: (415) 362-2928 e-mail: del@fdml.com

<b>PAGES</b>	Total number of pages of attached conveyance document including attachments.	# 4
--------------	--	-----

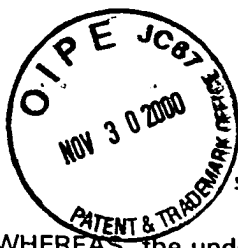
<b>PATENT APPLICATION NUMBER(S)</b>				<b>PATENT NUMBER(S)</b>			
09624747							

<b>NUMBER OF PROPERTIES</b>	Total number of properties to be recorded:	# 1
-----------------------------	--	-----

<b>FEE AMOUNT</b>	{{(37 CFR §§ 1.21(h), 3.41) Number of Properties X \$40 = \$ 40.00
-------------------	--

<b>METHOD OF PAYMENT</b>
<input checked="" type="checkbox"/> Payment Enclosed: Check in the amount of \$40.00.
<input checked="" type="checkbox"/> Deposit Account 06-1325: The Commissioner is authorized to charge any fee (including any fee required under 37 CFR §§1.16, 1.17, 1.18 or otherwise) if no Payment Enclosed, and is authorized to charge any additional fees and credit any over payment associated with this communication to the Deposit Account.

<b>STATEMENT AND SIGNATURE</b>	
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.	
David E. Lovejoy (Reg. No.22,748)	Signature Date: November 15, 2000



# JOINT TO CORPORATE ASSIGNMENT

WHEREAS, the undersigned Inventors:

RECEIVED

DEC 07 2000

Technology Center 2100

Inventor(1)	
Name	Drew Shaffer Roselli
Residence Address	3161 College Avenue, Berkeley, CA, U.S.A. 94705

and

Inventor(2)	
Name	Rico Blaser
Residence Address	1309-F Gateview Avenue, San Francisco, CA, U.S.A. 94130

and

Inventor(3)	
Name	Mikel Carl Lechner
Residence Address	436 Memphis Drive, Campbell, CA, U.S.A. 95008

have invented certain new and useful improvements in:

FAULT-TOLERANCE FRAMEWORK FOR AN EXTENDABLE COMPUTER  
ARCHITECTURE

and have executed a declaration or oath for an application for a United States patent disclosing and identifying the invention:

<input checked="" type="checkbox"/> For which the application for United States Patent was filed.	
Filed Date (mm/dd/yyyy):	07/24/2000
SC/Serial Number:	09/624,747

WHEREAS, the ASSIGNEE is a corporation which has the Name, is organized and exists under the laws of the State of Incorporation and has a principal Place of Business as follows:

ASSIGNEE	
Name:	Market Engine Corporation
State of Incorporation:	California
Place of Business:	2855 Telegraph Ave., Suite 410, Berkeley, CA 94705

WHEREAS the ASSIGNEE wants to acquire the entire right, title and interest in and to said application and the invention disclosed therein, and in and to all embodiments of the invention, heretofore conceived, made or discovered jointly or severally by said Inventors (all collectively hereinafter termed "said invention"), and in and to any and all patents, certificates of invention and other forms of protection thereon (hereinafter termed "patents") applied for or granted in the United States and/or other countries.

NOW THEREFORE, for good and valuable consideration acknowledged by each of said Inventors to have been received in full from said Assignee:

1. Said Inventors do hereby sell, assign, transfer and convey to said Assignee, the entire right, title and interest (a) in and to said application and said invention; (b) in and to all rights to apply in any or all countries of the world for patents, certificates of inventions or other governmental grants on said invention, including the right to apply for patents pursuant to the International Convention for the Protection of Industrial Property or pursuant to any other convention, treaty, agreement or understanding; (c) in and to any and all applications filed and any and all patents, certificates of inventions or other governmental grants granted on said invention in the United States or any other country, including each and every application filed and each and every patent granted on any application which is a division, substitution, or continuation of any of said applications; (d) in and to each and every reissue or extension of any of said patents; and (e) in and to each and every patent claim resulting from a reexamination certificate for any and all of said patents.

2. Said Inventors hereby jointly and severally covenant and agree to cooperate with said Assignee to enable said Assignee to enjoy to the fullest extent the right, title and interest herein conveyed in the United States and other countries. Such cooperation by said Inventors shall include prompt production of pertinent facts and documents, giving of testimony, executing of petitions, oaths, specifications, declarations or other papers, and other assistance all to the extent deemed necessary or desirable by said Assignee (a) for perfecting in said Assignee the right, title and interest herein conveyed; (b) for complying with any duty of disclosure; (c) for prosecuting any of said applications; (d) for filing and prosecuting substitute, divisional, continuing or additional applications covering said invention; (e) for filing and prosecuting applications for reissue of any of said patents; (f) for interference or other priority proceedings involving said invention; and (g) for legal proceedings involving said invention and any applications therefor and any patents granted thereon, including without limitation opposition proceedings, cancellation proceedings, priority contests, public use proceedings, reexamination proceedings, compulsory licensing proceedings, infringement actions and court actions; provided, however, that the expense incurred by said Inventors in providing such cooperation shall be paid for by said Assignee.

3. The terms and covenants of this Assignment shall inure to the benefit of said Assignee, its successors, assigns and other legal representatives, and shall be binding upon said Inventors, their respective heirs, legal representatives and assigns.

4. Said Inventors hereby jointly and severally warrant and represent that they have not entered and will not enter into any assignment, contract, or understanding in conflict herewith.

5. Each said Inventor hereby authorizes and requests the Commissioner for Patents to issue any and all of said patents in the United States to said Assignee, for Assignee's full use and enjoyment and for the use and enjoyment of Assignee's legal representatives and assigns, to the full end of the term for which said patents may be granted, as fully and entirely as the same would have been held by me had this Assignment not been made.

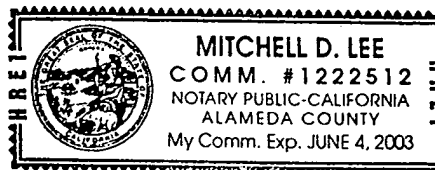
IN WITNESS WHEREOF, the said Inventors have executed this instrument on the date of acknowledgment before the Notary Public as given below and delivered this instrument to said Assignee.

\*\*\*\*\*  
(1) Drew Shaffer Roselli  
State of California  
County of Alameda  
On Nov 14 2000 before me, Mitchell D. Lee  
(name and title of officer)

personally appeared Drew Shaffer Roselli, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

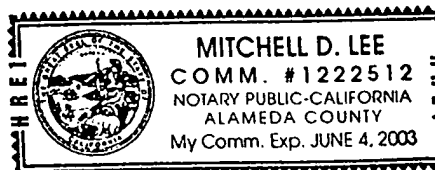


\*\*\*\*\*  
(2) Rico Blaser  
State of California  
County of Alameda  
On Nov 13 2000 before me, Mitchell D. Lee  
(name and title of officer)

personally appeared Rico Blaser, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]



.....

(3) Mikel Carl Lechner  
Mikel Carl Lechner

State of California )

County of Alameda )

On Nov 13 2000 before me, Mitchell D. Lee  
(name and title of officer)

personally appeared Mikel Carl Lechner, ~~personally known to me~~ (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature [Signature]

